

R# 158-13

**MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF
LONG BRANCH AND LONG BRANCH PBA LOCAL #10**

The City of Long Branch (hereinafter referred to as the City) and Long Branch PBA Local 10 (hereinafter referred to as the PBA) hereby agree to this Memorandum of Agreement with respect to the terms of a successor collective bargaining agreement. This agreement is subject to ratification of the parties (membership of the PBA and the City's Governing Body). The parties agree to recommend ratification of this Agreement to their respective memberships.

1. **Term.** January 1, 2013 through December 31, 2018. Make appropriate date changes throughout the Collective Bargaining Agreements.
2. **Article III – Discrimination.** Delete Current language and insert: "The parties agree to adhere to all applicable statutes, administrative code regulations and other authority prohibiting discrimination, retaliation or coercion based upon race, creed, color, sex, religion, national origin, disability, political affiliation, sexual preference, the exercise of any freedom guaranteed by the United States Constitution or the New Jersey Constitution."
3. **Article VI – PBA Salaries.** The following salary guide for 2013 shall be applicable to all officers hired on or after January 1, 2013:

Academy	\$39,000
Probationary	\$44,000
Step #1	\$49,000
Step #2	\$53,000
Step #3	\$58,000
Step #4	\$63,000
Step #5	\$68,000
Step #6	\$73,000
Step #7	\$78,000
Step #8	\$83,000
Step #9	\$88,000
Step #10	\$93,000
Step #11	\$98,000
Step #12	\$103,000
Step# 13	\$109,804

The above salaries shall be increased across-the-board annually by 2% for 2014, 2015, 2016, 2017 and 2018.

All officers hired on or before December 31, 2012 shall be paid the following salaries for 2013:

Academy	\$40,184
Probationary	\$50,229
Step #1	\$56,255
Step #2	\$71,151
Step #3	\$76,829
Step #4	\$82,502
Step #5	\$88,826
Step #6	\$94,680
Step #7	\$104,652
Step #8	\$105,932
Step #9	\$107,213
Step #10	\$109,804

The above salaries shall be increased across-the-board annually by 2% for 2014, 2015, 2016, 2017 and 2018.

4. **Article VI (C).** Delete "\$625.00" and insert "\$1,000.00" Any employee from whatever classification, assigned to the Detective Division shall receive \$1,000.00 in addition to base salary, retroactive to January 1, 2013. The parties agree that this amount shall be paid in part for and in lieu of any "on call" compensation which could otherwise be claimed by any Detective or the PBA on behalf of Detectives

5. **Article X (C).** Fix margin at bottom of section.

6. **Article XII (E).** Employees hired after January 1, 2013 will receive sick leave at the same level as and in accordance with N.J.A.C. 4A:6-1.3.

7. **Article XVIII.** Revise the current language as appropriate to Health Insurance into conformance with applicable statutes. Additionally, the following clause shall be added to this Article:

The parties agree that each employee shall be obligated to contribute to the cost of his/her benefits pursuant to the provisions of P.L. 2011, c.78 (hereinafter referred to as "Chapter 78"). The parties further agree that in the event that Chapter 78 is not renewed and otherwise expires during the term of this Agreement, each employee shall continue to contribute to the cost of his/her benefits in accordance with section 39 of Chapter 78, subject, however, to a maximum contribution of 20% of the cost of said coverage.

8. **Article XVIII (H).** Add "Health Insurance opt out payment" in the amount of 25% of the cost of the health insurance from which the employee opts out of to a maximum of \$4,000.

9. **Article XXII.** Delete entirety and insert: "All relevant statutes and Administrative Code provisions shall apply as to removal, suspension, fine, demotion and all other disciplinary action. Additionally, all internal affairs investigations shall be conducted consistent with Attorney General Guidelines on Internal Affairs Policies and Procedures, as per N.J.S.A. 40A:14-181".

10. **Article XXVI.** Delete in its Entirety.

11. **Article XXVIII (D).** Double space the first part of this Article. Delete first sentence of second paragraph of that section.

12. **Article XXIX (A).** Fix spacing in this Article.

13. **To be Added to Article VII (K).** Effective June 1, 2013 any Patrol Officer who works as a "Roundsman" officer in charge of a road shift (in the absence of a Sergeant or other Supervisor working on the road in Patrol for that shift) shall be paid an additional \$40.00 in base pay for each eight hour shift the Officer works. In order to be eligible for this payment, the Patrol Officer must serve the entire eight hour shift as the "Roundsman". No Sergeant or other Superior Officer shall be eligible for this increased rate of pay.

14. To be Added to Article VII (G)(1). No more than once a year, all PBA members may be required to attend a meeting of the entire Long Branch Police Department. Subject to the terms below, Officers who are not on duty during the time of said meeting, shall attend this meeting and be compensated with a minimum of 2 hours of Comp Time at the rate of time and one-half (i.e. 3 hours). The meeting, which will last no more than two hours, shall occur no more than once a year, and may permit the entire Police Department to have a group picture taken, among other activities. Those officers who have pre-approved 5 day vacation time or Personal Days shall not be required to attend such departmental meeting.

15. To be Added to Article VIII (D). Officers flexing their assigned shifts to work outside overtime details may do so no more than once a week, with prior approval of their immediate supervisor. The ability to "flex" work shifts shall be limited to those Officers assigned to work the 5-2 schedule. Once said approval is obtained, it shall be the supervisor's responsibility to ensure that the Officer works his original tour of duty that day. This does not take the discretion away from the supervisor who approved the flex to grant the Officer a Vacation Day or Comp Time.

CITY OF LONG BRANCH

By: _____

Adam Schneider
Mayor

PBA LOCAL #10A

By: Alfred Cistaro #307

PO Alfred Cistaro #307
President, Long Branch PBA #10

OFFERED: Billings
SECOND: Bustelli
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, KATHY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 10-14-13

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 14 DAY OF October 2013

Kathy L. Schmidt
MUNICIPAL CLERK, R.M.C.